power to purchase its own stock, it has been held that it cannot borrow funds to be used for this purpose. *Adams & Westlake Co. v. Deyette,* 8 S. D. 119. In England, on the other hand, the holding on the main point is quite different, as corporations cannot purchase shares of their own stock unless expressly authorized. *Trevor v. Whitworth,* 13 App. Cas. 409. In several States also (California, Connecticut, Kansas, Missouri, New Hampshire and Ohio) the power of purchasing its own stock is denied a corporation on the ground that such a transaction is a fraud upon the creditors of the corporation. The leading case is *Coppin v. Greenlees & Ransom Co.,* 38 Ohio St. 275.

COURTS—STATE AND FEDERAL COURTS—ENFORCEMENT OF STATE AND FEDERAL STATUTES.—SAMUELS V. COMMONWEALTH, 66 S. E. 222 (VA.).—*Held,* that a former conviction for perjury in a United States court does not disqualify an individual from testifying in his own behalf in a State court, because neither the State nor the United States can, through its courts, take cognizance of violations of the statutes of the other.

The weight of authority holds that a former conviction and sentence for perjury in a State court or in a U. S. court can have no effect, either by way of penalty, or of personal disqualification, or disability, beyond the jurisdiction of the court, in which judgment is rendered. *Commonwealth v. Green,* 17 Mass. 515; *Sims v. Sims,* 75 N. Y. 466. But, see *contra, Chase v. Blodgett,* 10 N. H. 22; *State v. Foley,* 15 Nev. 64. Similarly, a State court cannot take cognizance of the crime of perjury, when committed before a commissioner, appointed under the U. S. Bankruptcy Act. *State v. Pike,* 15 N. H. 83; nor when committed before a commissioner of the Circuit Court of the United States. *State v. Shelley,* 11 Lea (Tenn.) 594; nor when committed in making an affidavit under the Acts of Congress relating to the sale of public lands. *People v. Kelly,* 38 Cal. 145. And the Federal courts alone can take cognizance of violations of U. S. statutes. *Martin v. Hunter's Lessee,* 1 Wheat. 304; *Ely v. Peck,* 7 Conn. 239. Neither can such jurisdiction be conferred by an Act of Congress. *U. S. v. Lathrop,* 17 Johns. 4. But this doctrine is not well settled, for decisions to the contrary are not lacking. *U. S. v. Smith,* 1 Southard (N. J. L.) 33; *Buckwalter v. U. S.,* 11 Serg. & R. (Pa.) 193.

DIVORCE—EXTENT OF RELIEF—ABSOLUTE DIVORCE.—ORTON V. ORTON, 123 N. W. 1103 (Mich.).—Where in an action for divorce for extreme cruelty, the court found, on sufficient evidence, that the proof established the cruelty alleged, it was *held,* that the court erred in denying the complainant any relief, on her refusal of a limited divorce, because she had been twice married and divorced before she married the defendant; the last previous divorce being for her own cruelty. Grant, J., *dissenting.*

It is generally held that an absolute divorce should be granted where the separation has been brought about wholly through the fault of the defendant, the plaintiff being without reproach. *McKnight v. McKnight,* 5 Neb. (Unof.) 260. Thus, where in an action for divorce, the evidence

proved that the husband, without a mitigating circumstance, abused, maltreated and cruelly beat his wife, indicated that he had a vicious temper, and showed that she would probably suffer great bodily injury by remaining with him, the wife was entitled to an absolute divorce. *Howlett v. Howlett,* 24 Ky. Law Rep. 974. The weight of authority, contrary to the ruling of the case under discussion, seems to be that to obtain a divorce *a vinculo matrimonii,* the applicant must be without reproach, and however guilty the defendant, if the applicant is chargeable either with similar guilt, or an offense to which the law attaches similar consequences, the relief must be denied; and if the applicant, though not thus guilty, is still not blameless, the relief must be limited to a relief *a mensa et thoro. Conant v. Conant,* 10 Cal. 249.

FRAUDS, STATUTE OF—DEBT OF ANOTHER—CONSIDERATION.—MAXEY V. RIDEOUT, 173 FED. 172 (WIS.).—*Held,* that a promoter's oral promise to pay a debt of his corporation to a third person created a valid contract and did not come within the statute of frauds, for the reason that said promoter's interest in the success of the corporation to the extent of $10,000 worth of paid-up stock was sufficient to take it out of the said statute.

One provision of the fourth section of the Statute of Frauds reads as follows: "No action shall be brought whereby to charge the defendant upon any special promise to answer for the debt, default or miscarriage of another person, unless the agreement upon which such action shall be brought, or some memorandum or note thereof shall be in writing, and signed by the party to be charged therewith or by some person thereunto by him lawfully authorized." The receipt or non-receipt of consideration by a promisor does not in every case determine whether a promise to pay the debt of another is within or without the statute of frauds; but the inquiry remains, whether he entered into an independent obligation of his own or whether his responsibility was contingent upon the act of another. *Olive v. Lewis,* 45 Miss. 203. It is held that if the promise to pay the debt of another arises out of some new and original consideration moving between the newly-contracting parties, the case is not within the statute. *Johnson v. Knapp,* 36 Iowa 616. But the mere consent obtained by the creditor from the original debtor that the promisor may pay the debt is not such a consideration as to take the contract out of the statute. *Osborne v. Farmers' Loan & Trust Co.,* 16 Wis. 35. In any case the statute cannot be interposed as a cover and shield against the actual obligations of the defendant. *Browne on Statute of Frauds,* Sec. 165. And, therefore, it has been held that a parol promise to pay the debt of another does not fall within the statute as long as there is a valuable consideration independent of the original contract, moving even from the original debtor to the promisor. *Cross v. Richardson,* 30 Vt. 641. Whenever the main object of the promisor is not to answer for another but is to subserve some beneficial purpose of his own, his promise is not within the statute of frauds, although the performance of it may incidentally have